

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF NEW JERSEY

Caption in Compliance with D.N.J. LBR 9004-1(b)

THOMAS J PALMER, ESQ  
85 First Avenue  
Atlantic Highlands, NJ 07716  
(732) 204-2112  
Attorney for the Debtors

Case No.: 14-15049

Judge: Hon. Michael Kaplan

Chapter: 13

Hearing Date: June 26, 2018

In Re:

Guiteau Destin and Mona Destin

**NOTICE OF MOTION TO REINSTATE THE AUTOMATIC STAY**

To the Trustee and the Creditor listed on the Certificate of Service.

PLEASE TAKE NOTICE THAT the undersigned attorney for **Debtors Guiteau Destin and Mona Destin** will apply to the UNITED STATES BANKRUPTCY COURT, located at **U. S. Courthouse, 402 East State Street; Trenton, NJ, 08608** in Courtroom **8**, for an Order Reinstating the Automatic Stay. The property involved is known as **2041 Trenton Avenue, Whiting NJ 08759**. The hearing on this matter is set for **June 26, 2018 at 9am.**

Date May 30, 2018

/s/ Thomas J Palmer  
Thomas J. Palmer, Esq

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DISTRICT OF NEW JERSEY

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**STATEMENT AS TO WHY NO BRIEF IS NECESSARY**

In accordance with D.N.J. LBR 9013-1(a)(3), it is respectfully submitted that no brief is necessary in the Court's consideration of this motion, as it does not involve complex issues of law.

Date May 30, 2018

/s/ Thomas J Palmer

Thomas J. Palmer, Esq

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**CERTIFICATION IN SUPPORT**

Thomas J. Palmer, hereby certifies:

1. I am an attorney at law of the State of New Jersey and am fully familiar with the facts of this matter.
2. The debtors filed for bankruptcy on March 18, 2014..
3. On April 12, 2018 the Automatic Stay was vacated because the debtors were unable to stay current on their monthly mortgage payments.
4. We request that the Stay be reinstated because the debtors have entered into a Loan Modification Agreement with their mortgage lender Caliber Home Loans which results in them no longer being in default on their mortgage. A true copy of the signed Loan Modification Agreement is attachd hereto as Exhibit A.
5. This certification is being made in support of an Order Reinstating the Automatic Stay.

I certify that the above facts are true. I am aware that if the above facts are wilfully false that I am subject to punishment.

Date May 30, 2018

/s/ Thomas J Palmer  
Thomas J. Palmer, Esq

# EXHIBIT A



PO Box 24610  
Oklahoma City, OK 73124-0610



5/8/2018

GUITEAU DESTIN  
MONA DESTIN  
C/O THOMAS J PALMER  
501 STILLWELLS CORNER RD, STE A2  
FREEHOLD, NJ 07728-2965

9804855469  
2041 TRENTON AVE  
WHITING, NJ 08759

Dear GUITEAU DESTIN and MONA DESTIN

**Congratulations!** You are approved for a Trial Period Plan. This is the first step toward qualifying for more affordable mortgage payments. Please read this letter to understand all the steps you need to take to modify your loan.

Current principal and interest payment: \$1,402.96	Proposed Stip to Mod payment <sup>1</sup> : \$843.82
Current taxes and insurance payment (estimated if non-escrowed): \$993.71	Proposed taxes and insurance payment (loans will be escrowed): \$858.76
Current total monthly payment (including estimated taxes and insurance amount if non-escrowed): \$2,396.67	Proposed total monthly payment: \$1,702.58

**What you need to do to accept this offer:**

1. Sign and return the Acknowledgment on page 3 by 5/31/2018 using the return information below.

Caliber Home Loans, Inc.  
Attn: Loss Mitigation Modification  
13801 Wireless Way  
Oklahoma City, OK 73134  
Fax Number: 405-608-2011  
Email: [calbermods@caliberhomeloans.com](mailto:calbermods@caliberhomeloans.com)

2. Send your monthly trial period payments—instead of your normal monthly payment—as follows:

1 <sup>st</sup> payment:	\$1,702.58	due by	6/1/2018
2 <sup>nd</sup> payment:	\$1,702.58	due by	7/1/2018
3 <sup>rd</sup> payment:	\$1,702.58	due by	8/1/2018

We must receive each trial payment within 30 days of the due date. If you miss a payment, the plan will terminate.

<sup>1</sup> New monthly payment amount will be accomplished through a deferral or capitalization of outstanding balances, forgiveness of outstanding balances, maturity date extension, and/or an interest-only payment. You should refer to your loan modification agreement for details regarding the terms of your payment. Borrower(s) is informed that forgiveness of principal may have adverse credit and legal consequences and may result in taxable income to Borrower(s).

Upon successful completion of the Trial Period Plan, we will send you a Modification Agreement requiring your signature. If the Agreement is signed and returned by the date stated on the Agreement, your mortgage will be modified according to the terms set forth in that Agreement. We expect the monthly payment in the Agreement will be similar to the trial payment, but amounts could vary.

If you do not return the signed Modification Agreement by the due date, your payment will return to the current monthly payment amount, and you will owe all amounts due under the existing terms of your loan.

For payment options, please visit our website at [www.CaliberHomeLoans.com](http://www.CaliberHomeLoans.com) under the Current Customers section. If you have any questions, if you cannot afford the trial period payments shown above, or if you have decided to leave your home but still want to avoid foreclosure, please call Caliber at 1-800-401-6589. We may be able to help you. Our hours are 8 a.m. to 5 p.m., CT, Monday through Friday.

Sincerely,

Loan Modification Department  
Caliber Home Loans, Inc.

THIS IS AN ATTEMPT BY A DEBT COLLECTOR TO COLLECT A CONSUMER DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. **Notice to Consumers presently in Bankruptcy or who have a Bankruptcy Discharge:** If you are a debtor presently subject to a proceeding in Bankruptcy Court, or if you have previously been discharged from this debt by a Federal Bankruptcy Court, this communication is not an attempt to collect a debt but is sent for informational purposes only or to satisfy certain Federal or State legal obligations.

TO\_STM  
REV(04/16)

Page 3 of 4  
TRIAL OFFER - STIP TO MOD



### Acknowledgment

The terms of your Trial Period Plan below are effective on the day you make your first Trial Period Payment, provided you pay it within 30 days of 6/1/2018 and you have returned the Acknowledgment. If you fail to timely make your second or third payments within 30 days of their due dates, this offer will be revoked and foreclosure proceedings may continue. You and we agree that:

**We will not proceed to foreclosure sale during the trial period, provided you are complying with the terms of the Trial Period Plan:**

- Any pending foreclosure action or proceeding that has been suspended may be resumed if you fail to comply with the terms of the Trial Period Plan. If you fail to comply with the terms of the Trial Period Plan, a new notice of default, notice of intent to accelerate, notice of acceleration, or similar notices ("foreclosure notices") will not be necessary to continue the foreclosure action. You waive any and all rights to receive such foreclosure notices to the extent permitted by applicable law.
- You agree that we will hold the trial period payments in an account until sufficient funds are in the account to pay your oldest delinquent monthly payment. You also agree that we will not pay you interest on the amounts held in the account. If any money is left in this account at the end of the Trial Period Plan and you qualify for a loan modification, those funds will be deducted from amounts that would otherwise be added to your modified principal balance.
- Our acceptance and posting of your payment during the trial period will not be deemed a waiver of the acceleration of your loan (or foreclosure actions) and related activities, and shall not constitute a cure of your default under your loan unless such payments are sufficient to completely cure your entire default under your loan.

**If your monthly payment did not include escrows for taxes and insurance, you are now required to do so:**

- You agree that any prior waiver that allowed you to pay directly for taxes and insurance is revoked. You will be required to establish an escrow account and to pay required escrows into that account. You acknowledge that these amounts may vary and will affect the amount of your total monthly payment.

**Your current loan documents remain in effect; however, you may make the trial period payment instead of the payment required under your loan documents:**

- You agree that all terms and provisions of your current mortgage note and mortgage security instrument remain in full force and effect and you will comply with those terms; and that nothing in the trial period plan shall be understood or construed to be a satisfaction or release in whole or in part of the obligations contained in the loan documents.

### Credit Reporting:

- We will continue to report the delinquency status of your loan to credit reporting agencies as well as your entry into a Trial Period Plan in accordance with the requirements of the Fair Credit Reporting Act and the Consumer Data Industry Association requirements. **CREDIT SCORING COMPANIES GENERALLY CONSIDER THE ENTRY INTO A PLAN WITH REDUCED PAYMENTS AS AN INCREASED CREDIT RISK. AS A RESULT, ENTERING INTO A TRIAL PERIOD PLAN MAY ADVERSELY AFFECT YOUR CREDIT SCORE, PARTICULARLY IF YOU ARE CURRENT ON YOUR MORTGAGE OR OTHERWISE HAVE A GOOD CREDIT SCORE.** For more information about your credit score, go to [ftc.gov/bcp/edu/pubs/consumer/credit/cre24.shtm](http://ftc.gov/bcp/edu/pubs/consumer/credit/cre24.shtm).

This Acknowledgement is signed on the date indicated below (all borrowers who signed the original note must sign):  
Account Number: 9804855469

Borrowers:

GUITEAU DESTIN

MONA DESTIN

Dated: 5-23-2018

Dated: 5-23-2018

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DISTRICT OF NEW JERSEY

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**ORDER GRANTING MOTION TO REINSTATE STAY**

The Court having reviewed the debtor's Motion to Reinstate the Automatic Stay, and any related responses or objections, it is hereby ORDERED that:

1. The automatic stay is reinstated as to all creditors.
2. The debtor shall serve a copy of this order on the trustee, all parties that were served with the Motion, and any parties who objected or responded to the motion.

Date\_\_\_\_\_

\_\_\_\_\_  
Honorable Michael B. Kaplan  
United States Bankruptcy Judge

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**CERTIFICATE OF SERVICE**

1. I, Thoms J Palmer, Esq. am the attorney for the Debtors.
2. On May 31, 2018, I sent a copy of the following pleadings and/or documents to Denise Carlson, Esq., KML Law Group, P.C., attorney for secured creditor U.S. Bank Trust, N.A., and Albert Russo, Chapter 13 Trustee:
  - Notice of Motion to Reinstate the Automatic Stay
  - Certification of Support in Motion to Reinstate the Automatic Stay
  - Proposed Order
  - Certification of Service
3. I hereby certify under penalty of perjury that the above document were sent using Notice of Electronic Filing (NEF) to each and also Regular mail to KML Law Group, P.C..

Date May 31, 2018

/s/ Thomas J Palmer  
Thomas J. Palmer, Esq